

TERMS AND CONDITIONS BANK MUAMALAT MALAYSIA BERHAD INSTACASH [CASH INSTALMENT PLAN]

- 1. The InstaCash [Cash Instalment Plan] ("CIP") is organized by Bank Muamalat Malaysia Berhad (Company No.: 196501000376 (6175-W))("BMMB") and is subject to the Terms and Conditions as stated herein.
- 2. CIP is open to all Principal Cardholders of BMMB Visa Credit Card-i ("Cardholder"), who meet the terms and conditions stipulated herein.
- 3. The Cardholder's account must be active in current status and with sufficient available limit for the execution of CIP.
- 4. Cardholder is advised to read and understand the terms and conditions before participating.
- 5. Cardholder is welcome to seek clarification from BMMB should any of the Terms and Conditions be not fully understood.
- 6. By participating in the CIP, Cardholder agree to be bound by these Terms and Conditions, as well as the decisions made by BMMB.
- 7. The following persons/entities are NOT ELIGIBLE to participate in CIP: -:
- a. Any Cardholder who had cancelled his/her Card; and
- b. Cardholders whose accounts with BMMB which have been suspended, closed or who are in breach of their Agreement with BMMB
- 8. The Cardholder can choose up to forty-eight (48) months' installation as follows:

Tenor	12-month	24-month	36-month	48-month
One-Time Profit Rate	6% p.a.			
(on approved amount)	0 /0 p.a.			
Processing Fee	0%			
Minimum Amount	RM1,000			
Maximum Amount	90% of available credit limit			
Monthly Payment	The payme	ent is by e	qual monthly	y instalment
	amount over the payment tenor			
Disbursement Account	i. Individual savings & current account opened and			
	maintain at BMMB			
	(Joint savings / current account are not allowed)			
	ii. Current	Account w	rith "Muama	lat Cashline
	(MCash)" facility is not allowed.			
	iii. The fund will be credited within three (3)			
	working days upon approval of the CIP application			

- 9. CIP allows Cardholders to transfer up to 90% of available credit limit of Cardholder's Card. The approved amount will be based on the credit limit of Cardholder's Card and the available instalment balance. The final approved amount will be based on BMMB's credit evaluation. The transfer amount will be converted into a Cash Instalment Plan and repaid by way of fixed monthly instalments.
- 10. Cardholders must specify the transfer amount and the instalment tenor prior to conversion to CIP.



- 11. Cardholders are allowed to participate more than once in CIP subject to the available limit and the approval of Cardholders conversion application is subjected to:
 - i. The status of Cardholders Credit Card-i account;
 - ii. The available limit at the point of cash instalment payment conversions;
 - iii. Credit Card-i available limit at the time of application including CIP's profit rate. Any amount in excess of the credit limit incurred from overpayment, refund of transaction or temporary increase of credit limit shall not be utilised for CIP; and
 - iv. Any other reason at BMMB's discretion.
- 12. Every application by the Cardholder to participate in the CIP must be made either via https://map.muamalat.com.my/cash-instalment-plan-instacash/
- 13. The Cardholder may apply for more than one CIP subject to the available credit limit.
- 14. Illustration of calculation of monthly instalmentbased on transfer amount of RM3,000.00 with twenty-four (24) months tenor:

Transfer Amount	RM3,000.00			
One-time Profit Charge	6.0% p.a. (RM360.00)			
Tenor	24 months			
Monthly Instalment Payment for 24 months	RM140.00			
Illustration to calculate the monthly instalment:				
[Transaction Transfer Amount + Profit] ÷ Tenor in months				
$= \{3,000 + [3,000 \times 6.0\% \times (24 \div 12)] \div 24\}$				
$=3,360 \div 24 = RM \ 140 \ per \ month$				

- 15. BMMB will not charge any early settlement fee or refund the profit charge should the Cardholder wants to make early settlement of CIP.
- 16. CIP shall be included in BMMB credit card-i monthly statement on the approval date of the CIP and every month thereafter until full settlement of the instalments.
- 17. If Cardholders opt to pay the minimum amount of five percent (5%) of the unpaid remaining balance or Ringgit Malaysia fifty (RM50), whichever is higher, instead of the monthly instalment in full, the Cardholders agree that the prevailing profit charge of up to 18% p.a. shall be levied on the outstanding balance.
- 18. Cardholder to email request to cip@muamalat.com.my or contact Customer Service at 03-2600 5500 if cardholder wish to make a full settlement or cancellation for the CIP amount before the maturing date. Cardholder shall forthwith settle all remaining monthly instalments. Otherwise the prevailing profit rate shall be calculated based on the principal outstanding balance.
- 19. The CIP conversion amount is included in the total available credit limit for all Cardholder's Credit Card-I account(s), including any supplementary card(s). It reduces



the Cardholder's available credit limit. The available credit limit will be gradually restored based on the amount of the principal portion of each CIP monthly payment received by BMMB. .

- 20. In the event the Credit Card-i is being cancelled or terminated by the Cardholder or BMMB for any reason, the Cardholder is liable to settle in full all of the outstanding balances, including fees and charges which may be imposed by BMMB, in accordance with BMMB Cardholder Agreement and Terms & Conditions. The prevailing profit charge of up to 18% p.a. shall be levied on the outstanding balance and Late Payment Compensation will be imposed if the Cardholder does not settle the amount due.
- 21. BMMB assumes no liability for any delay, shortage, loss or damage to the notification or any correspondent whether via email or any appropriate communication medium.
- 22. BMMB is entitled to, at its discretion, disqualify/ reject any application which do not comply with the terms and conditions stated herein and/ or are found or suspected to be tampering with the CIP and/ or its process or the operations. Tampering shall include fraudulent activities involving any act of deceit and/ or deception and/or cheating.
- 23. BMMB shall not be liable for any injury or loss of lives and valuable or any other loss or damage whatsoever or however suffered or sustained by any Cardholders arising or resulting, directly or indirectly in whole or part, from their participation in CIP or as a result of any act of omission on the part of BMMB. Furthermore, BMMB shall not be liable for any default of its obligations under the CIP due to any force majeure event which includes but not limited to act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of BMMB.
- 24. BMMB reserves the right to change any or all the above Terms & Conditions whenever deemed necessary by informing the Cardholders within twenty-one (21) calendar days' notice prior to the effective date of the new Terms & Conditions.
- 25. Cardholders are advised to access BMMB's website from time to time to view the Terms and Conditions and to ensure to be kept up-to-date on any changes or variation to the Terms and Conditions thereof.
- 26. For the avoidance of doubt, the amendment, shortening, cancellation, suspension or termination of CIP by BMMB shall not entitle the Cardholder or any other persons whatsoever to any claim or compensation against BMMB for any losses or damages suffered or incurred as a direct or indirect result of such amendments, shortening, cancellation, suspension or termination unless such losses or damages are attributable by BMMB's gross negligence, fraud or willful misconduct.
- 27. These terms and conditions are supplementary to the terms and conditions stipulated in the Cardholder Agreement.
- 28. If there is a discrepancy between the Bahasa Malaysia and English version of the terms and conditions, the English version shall prevail. In the event of any inconsistency



between these Terms and Conditions and related brochures, marketing and promotional materials, these Terms and Conditions shall prevail.

- 29. These terms and conditions shall be subject to, governed by and construed in accordance with the Laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia (BNM) and other relevant bodies and authority, in force from time to time.
- 30. By participating in CIP, Cardholder agree and consent to his/her personal data being collected, processed and used by BMMB in accordance with the Personal Data Protection Act, 2010 and BMMB Privacy Notice, which may be viewed on www.muamalat.com.my.

In addition, and without prejudice to the terms in the BMMB's Privacy Notice, Cardholders agree and consent to his/her personal data or information being collected, processed and used by BMMB for:

- a. The purposes of the CIP; and
- b. Marketing and promotional activities conducted by BMMB, including without limitation to the use and/ or publication of any details provided in and/or in connection to the entries, interview material as well as responses and related photographs in any form of advertising or publicity media and materials.

Notwithstanding the above, BMMB shall protect the personal data of Cardholders, and the Cardholders may further agree to co-operate and participate in all reasonable advertising and publicity activities of BMMB in relation to CIP without any compensation and/or consideration.

Cardholders may opt out from the above consent statement by contacting BMMB through the contact number and email address provided in this Terms and Conditions.

- 31. These terms and conditions are subject to all prevailing provisions of the Islamic Financial Services Act 2013 (IFSA) and Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA).
- 32. All parties are expected to understand and comply with the Malaysian Anti-Corruption Commission Act 2009 (including any amendment thereof). BMMB reserves the right to report any actions or activities suspected of being criminal in nature to the police or other relevant authorities and include to terminate the transaction thereof.
- 33. For information, enquiries, feedback and/or complaints, please contact BMMB's Customer Service at +603-2600 5500. Alternatively, for feedback and/or complaints submissions, please e-mail to feedback@muamalat.com.my.
- 34. The Terms and Conditions including the discretion rights and/or power given to any parties shall be subject to Shariah principles.